

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MERCIS B.V.,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No.: 1:19-cv-1226

Judge Jorge L. Alonso

Magistrate Judge Jeffrey Cummings

FINAL JUDGMENT ORDER

This action having been commenced by MERCIS B.V. (“Mercis” or “Plaintiff”) against the defendants identified in the attached First Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Mercis having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Mercis, a temporary restraining order and preliminary injunction against Defaulting Defendants;

Mercis having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired.

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase goods that are infringements of the MIFFY Trademarks, U.S. Registration Nos. 2,210,029; 2,393,442; 2,482,597; 4,248,049; 5,516,174; 5,652,014; 5,663,554 and 5,663,610 (collectively the “MIFFY Trademarks”) and Copyright Registration No. VA 1-054-563 (“MIFFY Works”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Mercis’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the MIFFY Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Mercis Product or not authorized by Mercis to be sold in connection with the MIFFY Trademarks or MIFFY Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Mercis Product or any other product produced by Mercis, that is not Mercis's or not produced under the authorization, control or supervision of Mercis and approved by Mercis for sale under the MIFFY Trademarks or MIFFY Works;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Mercis, or are sponsored by, approved by, or otherwise connected with Mercis; and
 - d. further infringing the MIFFY Trademarks or MIFFY Works and damaging Mercis's goodwill.
2. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the willful infringement of Plaintiff's trademarks which are protected by the above identified U.S. Trademark Registrations.

3. Western Union shall, within two (2) business days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified on First Amended Schedule A.
4. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”) and/or Alipay US, Inc. (“Alipay”), shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified on First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
5. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by eBay, PayPal, WISH, Amazon and Alipay, are hereby released to Mercis as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon and Alipay are ordered to release to Mercis the amounts from Defaulting Defendants’ eBay, PayPal, WISH, Amazon and Alipay accounts within ten (10) business days of receipt of this Order.
6. Until Mercis has recovered full payment of monies owed to it by any Defaulting Defendant, Mercis shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon and Alipay in the event that any new eBay, PayPal, WISH, Amazon and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon and Alipay shall within two (2) business days:
 - a. locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites, including, but not limited to, any eBay, PayPal, WISH, Amazon and Alipay accounts;

- b. restrain and enjoin such accounts or funds that are Asia based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon and Alipay accounts to Mercis as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of MIFFY's Trademarks or MIFFY Works.
7. Until Mercis has recovered full payment of monies owed to it by any Defaulting Defendant, Mercis shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
- a. locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
 - b. restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies restrained in Defaulting Defendants' financial accounts to Mercis as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

- d. upon Plaintiffs' request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of MIFFY's Trademarks or MIFFY Works.
8. The Clerk of Court is directed to return the civil bond posted in the amount of \$10,000 principal plus interest earned less registry fee [22] to Plaintiff Mercis B.V. or its counsel, Keith A. Vogt, Yanling Jiang, or Yi Bu.

This is a Final Judgment.

ENTERED:

5/16/19

A handwritten signature in dark ink, consisting of a large, stylized 'J' followed by a smaller 'L' and a period, all enclosed within a large, loopy oval.

Jorge L. Alonso
United States District Court Judge

FIRST AMENDED SCHEDULE A

No.	Defendants
1	Dongguan Xile Toys Co., Ltd.
2	ElvaMold
3	
4	hanava
5	Ningbo Rock Paper Scissors Children Co., Ltd.
6	Quanzhou Hengde Bags & Luggage Mfg Co., Ltd.
7	SewingMeSoftly
8	Shaoxing Qiangou Textile Co., Ltd.
9	Shenzhen Mitong Household Co., Ltd.
10	Taizhou Shuoxiang Technology Co., Ltd.
11	Zhongshan Xinyuan Silicone Rubber Ltd.
12	111ilovelily2012
13	
14	
15	
16	
17	autumn_ella
18	
19	bestethan
20	besthusni
21	bestwife
22	
23	bluelife2010
24	
25	
26	
27	clariesunshinestop
28	
29	
30	
31	dvdplayer-jimmy
32	extensionmall
33	
34	
35	fashiona18
36	febrantshop
37	
38	funbuygo
39	

40	
41	happy_estore
42	independent_shop47
43	interesting-life1
44	
45	
46	jonexiao2013
47	junglewell
48	k_drama_jewelry
49	
50	kenstoreno1
51	keyanfe0
52	kirinlamp
53	
54	liin.suppermarket
55	lml1288
56	
57	macybabyq18
58	
59	
60	momandbaby_shop
61	my-secret-garden-hk
62	
63	newstyle-nmt
64	
65	pinnacleskyi
66	
67	
68	rikos_home_hk
69	ruoxinzhao
70	skytree168
71	
72	soobin*shop
73	
74	
75	
76	
77	
78	
79	
80	
81	twomysterybox

82	txin-wholesale
83	unforgettable168
84	
85	walk-on_earth
86	wangqiao3
87	
88	
89	
90	
91	wujinyushop
92	yiqida
93	
94	00021
95	
96	7-Space Home Decor Painting
97	A Fine Shop
98	Alice-X&S
99	
100	
101	Arno
102	artrthbwrehbggaerbera
103	avocado
104	Beautiful one plus one
105	BestSeller88
106	bigbigpang
107	cainiaobaby01
108	
109	chengwenqiang
110	chenyaya1
111	chenyili
112	Chinese Style Boutiques
113	Coscoo
114	Daily Life Factory
115	Danelpoo
116	dengyao
117	
118	
119	Digital Suning123
120	dobeststore
121	dream_high
122	Eastroad
123	ego-topmall

124	eraewgbarehnerahb
125	
126	FairyGarden
127	fashion5688-5
128	feely
129	fenan
130	Flying Toys Trading Co., Ltd.
131	flywing
132	
133	gecheng
134	gelulu
135	Getlily gifts
136	gohappyshoppingday
137	good wod
138	
139	Guyuehus moon
140	haijiaobj
141	haoli super market
142	haoshiduo
143	haoyue
144	
145	Happy store080914
146	happyeveryday999
147	HappyHongkong
148	HAPPYOUNG
149	
150	
151	Hightopgo
152	Hirich
153	HJQMALL
154	Holgadget
155	
156	Hong Kong Wholesale E-Commerce Co., Ltd
157	hongruiyan
158	Huize leisure products
159	HZXR
160	ihrjhv
161	itianchen
162	Jaspercc
163	jidingbox
164	jinghui110
165	

166	
167	julyjoy
168	Katarina
169	kekelu
170	kelly13417753920
171	
172	kwkjyouth0137
173	leechun
174	Li rong shop
175	liangyan1126
176	lifecake64
177	LightSpeed77
178	Linkmart
179	Listentomapleleaves
180	LittleYu
181	
182	long_green
183	M_M
184	maisq
185	MANAIDA INTERNATIONAL
186	maomao123
187	Mary King International
188	maybeadv
189	meimeidedian
190	mengmengmengaaaa
191	mixcolor
192	MREbor
193	nanahu
194	
195	netmoto
196	NothingBetter
197	okmhgy store
198	One More Day
199	one one hope
200	OrientalTrade
201	pingguodoor
202	pingqiangshop
203	
204	ppka
205	qingxuan
206	Qliuyun
207	QT Online

208	Quickly098
209	rbfeadgberrhabfd
210	Red dot design store
211	rongrong111
212	rosaegeo
213	shahala
214	sheng hong
215	
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217	
218	
219	signalhao
220	siyingjun
221	sjy2016
222	Small buds living museum
223	
224	SoonJust666
225	Straight Buy
226	Super
227	suxueying
228	sweetness light
229	tangxiuqin
230	teyijingpin
231	
232	threeshas
233	
234	
235	
236	ttafashion
237	uchuai
238	W&H Fashion Stuff Store
239	wangruochao
240	Wheat Syria
241	Wholesale E-Commerce Co., Ltd
242	winter wind
243	
244	
245	wucong
246	
247	wuxiaoni
248	xiaofeizhu
249	Xiaojun shopping

250	xiaomoon
251	xiaoputao15244@163.com
252	
253	
254	xuxiangjiao
255	xuzhijun79210
256	XZLXZL023
257	yefei fashion
258	yiwanpoint
259	yuhongdexiaodian
260	YUZhong Star
261	ywj96openshop
262	YY. Trade
263	YY-Store
264	
265	zhongguozhizao235
266	zhoushengxi
267	zhufengqin1314
268	zhuimengren
269	zoumin
270	ZP Four one nine
271	zrz1314520
272	baiyanfei1234
273	BAIYUNN
274	
275	
276	
277	
278	
279	Let's go travel
280	Lwinz
281	
282	OPL Mart
283	
284	Petroe Store (HK SHPPING)
285	Pillow Hats
286	Unmengii
287	123 Lighting Store
288	3 Bears Store
289	
290	Adorable Babe Store
291	Afflatus Art Prints Store

292	AIHOME Sweet Living Store
293	Alimotor Store
294	Alvis Mingo Store
295	Anna Jones's store
296	anna lights Store
297	Asignfire Store
298	
299	Baby Kid's Paradise
300	Baby love Baby
301	
302	Bebefond Baby Products Store
303	
304	
305	Blonche Light Store
306	
307	
308	
309	
310	Catalpa Store
311	
312	cima store
313	Comfortable Life Store
314	
315	DecorArt Store
316	Decorate life Store
317	didishan Store
318	
319	Elife Zone Co., Ltd
320	Emonter Energy Co., Ltd.
321	EmptyHome Store
322	
323	
324	FANHHUI Lighting Factory Store
325	FANHHUI Store
326	FENGLAIYI Official Store
327	firstblue factory Store
328	Gaz Rom Co., Ltd.
329	GDzaccly Store
330	GIDEALED Official Store
331	Global Advance lamps shop Store
332	Goodtopsale Group Holding Ltd
333	

334	green lifestyle Store
335	
336	HaBass Store
337	Hangzhou Yaoyang Technology Co., Ltd.
338	
339	HYDIY Store
340	Ins Baby Store
341	Jesen First Store
342	JSDHOME Korina' life Store
343	Just Me and My Mom
344	kalazo Store
345	
346	Kids Tale Store
347	Kidsbay Store
348	LDOFIRE Lighting Store
349	Lighting Franchise House Store
350	
351	
352	Lucie Store
353	
354	Lutes Store
355	Mammy's Store
356	Mcdondon baby Store
357	
358	MiniLiving Store
359	
360	Ninghai County Xidian Changning Plastic Factory
361	
362	Nordic Wonder Lighting Store
363	one Beautiful home
364	Pamela Store
365	
366	Party Balloons&Toy Hui Store
367	Party Supplies Direct Store
368	
369	POCOCINA Store
370	
371	QiGuJin Store
372	Racel's little Store
373	
374	room escape props Store
375	Shenzhen Alex TEC Shop

376	
377	Shenzhen Lindeng Lighting Technology Co., Ltd.
378	Shenzhen Wing purchase LED Lighting Co., Ltd.
379	Shining Lighting House
380	shop good life Store
381	Shop1268168 Store
382	Shop1500957 Store
383	Shop1846789 Store
384	Shop3672121 Store
385	Shop3867027 Store
386	Shop4440040 Store
387	Shop4447033 Store
388	Shop4640161 Store
389	Shop4655183 Store
390	Shop4656137 Store
391	Shop4660133 Store
392	
393	Skyworker accessories Store
394	
395	Super Auto Co.,Ltd
396	
397	
398	Takagism game
399	
400	TOIN Official Store
401	
402	Two Steps From Hell Store
403	volkray Store
404	volkrays Store
405	
406	
407	Yangzhou Vivid Art Craft Co., Ltd.
408	
409	Yiwu Anjiu Import & Export Co., Ltd.
410	Yiwu Juneou Luggage Co., Ltd.
411	Yiwu Sunking Trade Co., Ltd.
412	Yummy Homie's Bakeware, Homeware &
413	YUYU TOY Store
414	
415	Zi Lue Store
416	zilue Official Store
417	Zokon Lighting Store

418	zryhhd Store
419	LUHSTAR Speciality Store